

THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

STEVEN G. MILLETT,  
MELODY J. MILLETT,  
On Behalf of Themselves and  
All Others Similarly Situated,  
Plaintiffs,

v.

TRUELINK, INC.,  
A Trans Union company,  
Defendant.

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Cause of Action No. 04-2448-GTV

**EXHIBIT INDEX TO DEFENDANT TRUELINK'S MOTION TO DISMISS FOR  
IMPROPER VENUE AND ALTERNATIVE MOTION TO TRANSFER  
AND BRIEF IN SUPPORT**

1. Declaration of Kate Anderson
- 1A. Credit Monitoring Member Agreement
- 1B. Service Agreement
2. Declaration of Amanda Lewis
- 2A. U.S. District Court – Judicial Caseload Profile

**s/James S. Kreamer**  
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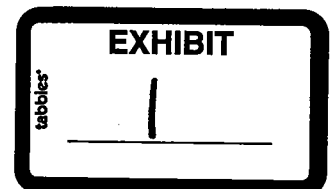
Cause of Action No. 04-2448-GTV

Declaration of Kate Anderson

1. "My name is Kate Anderson. I am over eighteen (18) years of age, am of sound mind, and I am fully competent to make this declaration. The statements contained herein are based on my personal knowledge. I declare under penalty of perjury that the statements contained herein are true and correct. I am the compliance officer for TrueLink, Inc. ("TrueLink"). In the ordinary course of my employment, I have personal knowledge of TrueLink's electronic data systems, which include information identifying individuals who obtain copies of their credit reports and products offered by TrueLink. Information stored in TrueLink's electronic data systems is recorded and kept in the course of TrueLink's regularly conducted business activity. The exhibits attached to my declaration are business records of TrueLink. They were made at or near the time of the occurrence of the matters set forth in the attached records by, or from information transmitted by, a person with knowledge of those matters. The attached records were kept by TrueLink in the regular course of its business, and as a regular practice of TrueLink. The attached records were made in the course of the regularly conducted business activities of TrueLink and as a regular practice of TrueLink. The attached records are duplicates of originals.

2. TrueLink is a business corporation incorporated in Delaware with its headquarters in California. TrueLink does business in all fifty states.

3. TrueLink provides an internet-based service called TrueCredit. TrueCredit is an internet portal through which individuals can purchase from TrueLink electronically delivered or hard copies of their credit reports (as the information is provided by the national consumer reporting agencies and then prepared and formatted by TrueCredit) customized debt analyses, credit monitoring, and a variety of other products and services. An individual orders TrueCredit products and services over the internet and can view the products purchased seconds later through the online display. The products ordered can be accessed by the individual through online display for thirty days. At the time of purchase, the individual can request that the products ordered be delivered by mail for an additional fee to account for shipping and handling.



4. Individuals who purchase credit reports and other products or services from TrueLink are required to accept a Service Agreement. At the beginning of the Agreement, it states that the individuals are entering into an Agreement and contains the terms and conditions about which they may access the products through the site. The Agreement states that the individuals "agree to be legally bound by the terms." A true and correct copy of the Agreement regarding the service purchased at issue on August 6, 2003 is attached as Exhibit A.

5. The Agreement also on August 6, 2003 until the present states that "You agree that any and all disputes arising under this Agreement or out of TrueLink's provision of services to you, pursuant to this membership or otherwise, if submitted to a court of law shall be submitted to the state and federal courts of New Castle County, Delaware, USA." The forum selection clause at issue has been unchanged and in existence since TrueLink began offering Credit Monitoring.

6. Prior to completing an electronic transaction with TrueLink, consumers must click on a button saying "ACCEPT" that follows the Agreement for the transaction to be completed. If consumers reject the terms of the Agreement by clicking on the button saying "CANCEL" following the Agreement, the transaction will be canceled. If a consumer does not click "ACCEPT" the transaction cannot be completed.

7. I have searched TrueLink's electronic data systems. Based on that search, which was conducted in accordance with TrueLink's standard business practices, I have determined that on August 6, 2003, a credit report and other credit related services were purchased for Steven Millett. Those products are Credit Monitoring, Debt Analysis and Monitoring, CreditXpert Score, and Credit Score Monitoring. The purchase was made over the internet and was for a subscription that automatically renews quarterly. I have further determined that the terms outlined in Exhibit A were electronically accepted prior to ordering these items. These items were delivered to Mr. Millet electronically over the internet by online display per his written instructions.

8. I have also determined that on November 5, 2003, Steven Millett's subscription automatically renewed and a new credit report was made available.

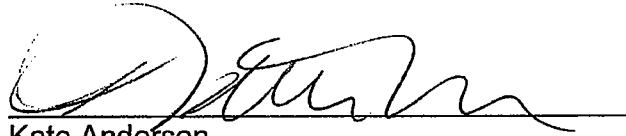
9. I have also determined that on May 23, 2004, that a credit report and the Credit Monitoring product were purchased for Steven Millett. The purchase was made over the internet and was for a subscription that automatically renews quarterly. I have further determined that the terms outlined in Exhibit B were electronically accepted prior to ordering these items. These items were delivered to Mr. Millet electronically over the internet by online display per his written instructions.

10. I have also determined that on August 22, 2004, Steven Millett's subscription automatically renewed and a new credit report was made available.

11. I have also determined that on November 24, 2004, Steven Millett's subscription automatically renewed and a new credit report was made available.

12. I have also determined that on February 23, 2005, Steven Millett's subscription automatically renewed and a new credit report was made available.

13. I have also determined that on May 26, 2005, Steven Millett's subscription automatically renewed and a new credit report was made available.

  
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Kate Anderson

Date 6/1/05

## Credit Monitoring Member Agreement

Welcome to the TrueCredit web site, [www.TrueCredit.com](http://www.TrueCredit.com), (the "Site"), provided by TrueLink, Inc., ("TrueLink"). This Member Agreement ("Agreement") contains the terms and conditions upon which you ("you," or "the member") may access the Credit Monitoring, Borrowing Power Monitoring and Credit Score Monitoring membership through the Site. You agree to be legally bound by these terms.

## Membership

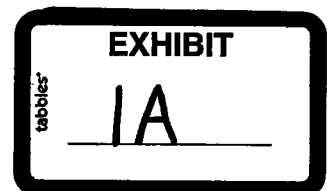
Credit Monitoring, Borrowing Power Monitoring and Credit Score Monitoring are quarterly memberships. These memberships automatically renew each quarter indefinitely without action by the member, and the quarterly membership fee is charged to the member at the time of renewal. Enrollee whose membership fee has been paid is entitled to all privileges included in these memberships until the membership is cancelled by the enrolled member. Upon cancellation, the member loses access to the areas of the Site designated for members only and loses access to Fraud Resolution Services™. This could include any credit data and analyses that have been displayed in the past. A member may cancel at any time.

When you become a member entitled to Credit Monitoring, Borrowing Power Monitoring and/or Credit Score Monitoring, you understand that it is a membership that automatically renews itself indefinitely every quarter on the quarterly anniversary of your initial purchase. TrueLink will charge the quarterly membership fee to your credit card account, at the then prevailing rate, and your membership will continue automatically. TrueLink will charge this membership fee to the credit card that was most recently used on the Site. Should your credit card fail to authorize, you will be notified via email immediately. The benefits of your membership (including, without limitation, online credit reports and weekly monitoring alerts) will be suspended until payment is received provided payment is received within 30 days. If payment is not received within 30 days, any previous alerts you may have received will be purged from our database, and your membership will be cancelled.

## General Terms

TrueLink maintains the Site to provide you with information about our memberships, products and services and to facilitate communication with us and our affiliates. Revisions will be effective when posted or as otherwise stated. Additional terms and conditions may apply to specifics of our memberships, products and services or to participate in our affiliate program, contests or surveys.

The images, text, screens, web pages, materials, data, content and other information ("Content") used and displayed on the Site, including but not limited to TrueLink™, TrueLink™ and Design, TrueCredit™, TrueCredit™ and Design, 123 Credit Reports™, 123 CreditReports.com™, 123 CreditReports.com and Design, Manage Your Credit Manage Your Life™, Su Informe de Credito™, TruePlanner™, Credit Inform™, TrueScore™, TrueRates™, TrueProfiler™, CreditXpert™ CreditXpert Credit Index™, Credit Monitoring, Borrowing Power Monitoring and Credit Score Monitoring are the property of TrueLink or its licensors and are protected by copyright, trademark and other laws. In addition to its rights in individual elements of the Content within the Site, TrueLink owns copyright or patent rights in the selection, coordination, arrangement and enhancement of such Content. You may copy the Content from the Site for your personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of the Content may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a



derivative work or otherwise used for public or commercial purposes without the express written permission of TrueLink or the owner of the Content.

OUR SITE, INCLUDING ALL CONTENT, MEMBERSHIPS, PRODUCTS AND SERVICES MADE AVAILABLE ON OR ACCESSED THROUGH THIS SITE, IS PROVIDED TO YOU "AS IS". TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER TRUELINK NOR ITS AFFILIATES MAKES ANY REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER AS TO THE CONTENT, MEMBERSHIPS, PRODUCTS OR SERVICES AVAILABLE ON OR ACCESSED THROUGH THE SITE OR THAT THE PRODUCTS OR SERVICES WILL BE ERROR-FREE. IN ADDITION, TRUELINK AND ITS AFFILIATES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND INFORMATIONAL CONTENT.

THEREFORE, YOU AGREE THAT YOUR ACCESS TO AND USE OF OUR SITE, MEMBERSHIPS, PRODUCTS, SERVICES AND CONTENT ARE AT YOUR OWN RISK. BY USING OUR SITE, YOU ACKNOWLEDGE AND AGREE THAT NEITHER TRUELINK NOR ITS AFFILIATES HAVE ANY LIABILITY TO YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF OUR SITE, CONTENT, MEMBERSHIPS, PRODUCTS OR SERVICES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT YOUR COMPUTER EQUIPMENT.

#### Fraud Resolution Services™

"Damage(s)" means documented financial losses related to unauthorized credit and debit card transactions, unauthorized bill payment transactions, and unauthorized banking and brokerage transactions only.

"Identity Fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of federal law or a felony under applicable state or local law.

"Fraud Resolution Services" means PromiseMark's proprietary services that are the subject of these Terms of Service. These terms include and incorporate the different levels of services under which PromiseMark markets its Fraud Resolution Services, all of which are subject to these Terms of Service.

"Service Request(s)" means any event involving the rendering of Services by PromiseMark or one of Our service contractors.

If you are a Credit Monitoring member, TrueLink will provide you with certain Fraud Resolution Services outlined below (the "Fraud Resolution Services") during the period that you are a member. Unless otherwise stated in this Member Agreement, TrueLink and its third party service provider are obligated to perform only the Fraud Resolution Services as expressly provided for in this agreement. TrueLink and its third party service provider are obligated only to provide services in the United States to members domiciled in the United States. The Fraud Resolution Services are provided by PromiseMark™ under an agreement with TrueLink.

If you are a victim of Identity Fraud and you incur problems or suffer Damages through online or offline transactions, TrueLink and PromiseMark will help you to perform the following activities:

- Notify the Service that a fraudulent transaction occurred;
- Investigate the transfer of funds from account to payee;
- Compile and organize the paperwork to help you document the hacker attack or Identity Fraud;
- Inform credit bureaus of the fraudulent transaction(s) and place a fraud alert on credit cards (if desired);
- Notify the three major credit bureaus, all of your creditors, all financial institutions at which you maintain accounts, and all of your utility providers of the Identity Fraud;



- Run a credit check and review your credit record to determine accuracy and potential areas for fraud;
- Order a copy of your Social Security Personal Earnings and Benefits Statement, and check it for accuracy;
- Provide information to appropriate government agencies;
- Research and investigate potential damage to your identity, (e.g. run lien, judgment, investment and criminal searches to determine extent of damage to you);
- Provide you with a list of attorneys who may be in a position to help you. You must select your own attorney and you and your attorney must establish the terms of the relationship between you and the attorney;
- Obtain access to support groups that help victims of Identity Fraud; and
- Other assistance as TrueLink and PromiseMark might reasonably be able to offer you on a case by case basis as determined at PromiseMark's sole and absolute discretion.

Fraud Resolution Services. PROMISEMARK'S FRAUD RESOLUTION SERVICES PLAN IS NOT A POLICY OR CONTRACT OF INSURANCE. UNDER THE FRAUD RESOLUTION SERVICES PLAN, PROMISEMARK IS NOT OBLIGATED, NOR DOES IT PROMISE OR GUARANTEE, THAT IT WILL PROTECT YOU, YOUR INFORMATION AND/OR YOUR COMPUTER FROM HACKER ATTACKS, IDENTITY FRAUD, PRIVACY INVASIONS AND ONLINE FRAUDULENT TRANSACTIONS. PROMISEMARK'S SERVICES UNDER THIS PLAN ARE DESIGNED TO PROTECT YOU FROM ONLINE VULNERABILITIES. THE SERVICES PROVIDED ARE IN ADDITION TO ANY PRECAUTIONS YOU SHOULD REASONABLY BE EXPECTED TO TAKE, INCLUDING PROTECTING YOUR ACCOUNT NAMES, PASSWORDS, SOCIAL SECURITY NUMBER AND OTHER PERSONALLY IDENTIFYING INFORMATION.

In no event shall TrueLink or PromiseMark be liable for consequential damages, for any delay in Fraud Resolution Services, or for loss of use of funds during the period that your service request is being processed. TrueLink and PromiseMark shall not be obligated to provide Fraud Resolution Services, nor shall it be liable, if you have not provided complete, accurate and current information relating to your service request. TrueLink and PromiseMark are not obligated or responsible for providing Fraud Resolution Services for any service request based on (a) an act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any authorized representative of you, whether acting alone or in collusion with you or others, (b) authorized charges that you have disputed based on the quality of goods or services, (c) authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions, (d) losses, damages or expenses arising out of any business pursuits, (e) any losses, damages or expenses that were incurred or commenced prior to your Credit Monitoring membership commencement, and (f) theft or damages of traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, circulating currency, passports, documents, real property, animals, living plants or consumable items, motorized vehicles of any type, watercraft, aircraft, and items intended for storage, transport, display or habitation.

Upon providing any services as part of the Fraud Resolution Services, You agree to:

1. transfer the legal right to recover from the party responsible for the Damages to PromiseMark or to a party otherwise designated by PromiseMark;
2. make all reasonable efforts to cooperate with PromiseMark to recover against any third party responsible for the Damages; and
3. make all reasonable efforts to cooperate with PromiseMark to process Your Service Request, including but not limited to, providing PromiseMark prompt notice of Your Service Request and the facts related thereto, reporting any theft or fraud to the police, maintaining an accurate record of expenses and documents and permitting Us to make copies, as well as providing Us with reasonably detailed sworn statements of Damages or expenses.

You are entitled to make as many Service Requests as necessary.

Unless otherwise noted herein, TrueLink and PromiseMark are not obligated to perform any Fraud Resolution Services during the first thirty (30) days immediately following the commencement of your Credit Monitoring membership. This period is hereinafter referred to as the "Waiting Period". The Waiting Period does not apply to PromiseMark's Web technical support. A Waiting Period will not be imposed on a renewal of the Credit Monitoring membership.

The term (the "Term") of your eligibility for Fraud Resolution Services coincides with your Credit Monitoring membership.

(a) PromiseMark and TrueLink, including their respective agents, independent contractors, assigns or other expressly authorized third party, reserve the right to make an independent investigation of the facts and circumstances related to any Service Request, including contacting in person, by telephone, email, US Postal Service or otherwise any service provider or related party it deems necessary, at its sole and absolute discretion and expense, regardless of whether you provide express authorization to make such contact.

(b) PromiseMark and TrueLink reserve the right to request that you provide us with corroborating evidence of the hacker attack, the unauthorized transaction, Identity Fraud or other facts related to your Service Request, including a signed affidavit, police or governmental agency reports, receipts of expenses, insurance declaration forms, or any other corroborating evidence that we may deem necessary and reasonable. Further, PromiseMark and TrueLink reserve the right to refuse any Service Request or provide any Fraud Resolution Services in the event you fail or refuse to provide us with any requested corroborating evidence related to the hacker attack, unauthorized transaction, Identity Fraud or Service Request.

(c) TrueLink reserves the right to cancel the Fraud Resolution Services at any time by providing notice of cancellation to you at the email address on record.

(d) TrueLink reserves the rights to change, modify, revise, alter or amend the Fraud Resolution Services, as it deems necessary at its sole and absolute discretion. Notification of any changes in the Fraud Resolution Services will appear and be posted prominently on the TrueLink Website and will be effective immediately upon such posting.

(e) TrueLink and PromiseMark reserve the right not to provide you with any Fraud Resolution Services or discontinue any Fraud Resolution Services in the event PromiseMark determines that you knew, or should reasonably have known, of an act of identity fraud that commenced prior to your Credit Monitoring membership.

TRUELINK AND PROMISEMARK PROVIDE SERVICES, INCLUDING BUT NOT LIMITED, TO THE FUNCTIONALITY OF ANY SOFTWARE, THE DELIVERY AND ACCURACY OF ANY EMAIL, AND THE ACCESS AND ACCURACY OF ANY CONTENT ON OUR WEB SITE, ON AN "AS IS" BASIS. TRUELINK AND PROMISEMARK EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR FRAUD RESOLUTION SERVICES HEREUNDER. TRUELINK AND PROMISEMARK DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. TRUELINK AND PROMISEMARK DO NOT WARRANT THAT ANY FRAUD RESOLUTION SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE NON-INFRINGEMENT, THAT THEY WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. TRUELINK AND PROMISEMARK'S LIABILITY IS LIMITED TO THE SERVICES EXPLICITLY SET FORTH IN THIS AGREEMENT. IN NO EVENT SHALL TRUELINK OR PROMISEMARK BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (WHICH SHALL INCLUDE WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS). IN NO EVENT SHALL TRUELINK OR PROMISEMARK BE LIABLE FOR ANY LOSS ARISING OUT OF TRUELINK OR PROMISEMARK'S PERFORMANCE OR NON-PERFORMANCE OF ITS SERVICE. IN NO EVENT SHALL PROMISEMARK BE LIABLE FOR ANY DELAY IN PROVIDING SERVICES, OR DAMAGES RESULTING FROM ANY DELAY IN SERVICES. IN NO EVENT SHALL TRUELINK OR PROMISEMARK HAVE ANY ADDITIONAL LIABILITY TO YOU EXCEPT AS STATED HEREIN. IN NO EVENT SHALL PROMISEMARK'S LIABILITY EXCEED THE FEES YOU PAID FOR THE FRAUD RESOLUTION SERVICES IN THE PRECEDING TWELVE MONTHS.

#### Accurate Information

If you decide to become a member of one of our membership programs, purchase our products or services or participate in our affiliate program, contests or surveys, you may be required to register, provide personal information, and select a user name and password. You agree to



provide accurate information in your registration and not to share your password with third parties. You agree not to impersonate another person or to select or use a user name or password of another person. You agree to notify TrueLink promptly of any unauthorized use of your account and of any loss, theft or disclosure of your password. Failure to comply with these requirements shall constitute a breach of these terms and conditions and shall constitute grounds for immediate termination of your account and your right to use the Site.

#### Our Privacy Policy

By using our Site, becoming a member of one of our membership programs, or purchasing our products or services, you agree that we may use and share your personal information in accordance with the terms of our Privacy Statement. Our privacy statement can be reached from the link at the top of this page.

#### Fair Credit Reporting Act

The Fair Credit Reporting Act allows you to obtain a disclosure from every credit reporting agency of the nature and substance of all information in your file at the time of the request. Full disclosure of information in your file at a credit reporting agency must be obtained directly from such credit reporting agency. The credit reports provided or requested through our Site are not intended to constitute the disclosure of information by a credit reporting agency as required by the Fair Credit Reporting Act or similar laws.

You are entitled to receive a free copy of your credit report from a credit reporting agency if:

- You have been denied credit, insurance, employment within the past sixty (60) days based on information in a credit report provided by such agency.
- You certify in writing you are unemployed and intend to apply for employment during the sixty (60) day period beginning on the date on which you made such certification.
- You are a recipient of public welfare assistance.
- You have reason to believe that your file at such credit reporting agency contains inaccurate information due to fraud.

In addition, if you reside in the state of Colorado, Massachusetts, Maryland, New Jersey or Vermont, you are entitled to receive a free copy of your credit report once a year and if you reside in the state of Georgia, you are entitled to receive a free copy of your credit report twice a year. Otherwise, a consumer reporting agency may impose a reasonable charge for providing you with a copy of your credit report.

The Fair Credit Reporting Act provides that you may dispute inaccurate or incomplete information in your credit report. **YOU ARE NOT REQUIRED TO PURCHASE YOUR CREDIT REPORT FROM TRUELINK IN ORDER TO DISPUTE INACCURATE OR INCOMPLETE INFORMATION IN YOUR REPORT OR TO RECEIVE A COPY OF YOUR REPORT FROM EQUIFAX, EXPERIAN OR TRANS UNION, THE THREE NATIONAL CREDIT REPORTING AGENCIES, OR FROM ANY OTHER CREDIT REPORTING AGENCY.**

If you wish to contact Equifax, Experian or Trans Union to obtain a copy of your credit report directly from such agency or if you wish to dispute information contained in an Equifax, Experian or Trans Union credit report file, see the contact information and dispute process description contained on the Disputing Credit Information page. You can reach this page from your credit report or from Credit Central. The form of credit report and related disclosures provided directly by such agencies to you may differ from those provided by TrueLink.

#### Term and Termination; Modification

This Agreement will take effect at the time you click "I Agree," and shall terminate (a) when either party gives notice of its intention to terminate to the other party hereto via e-mail, or (b) if TrueLink discontinues providing any membership, subject to your right to receive membership benefits that you have paid for or to obtain a refund of a portion of your payment.

TrueLink may (i) change the terms of this Agreement or the feature of the membership products, or (ii) change the Site, including eliminating or discontinuing any content or feature of the Site, restricting the hours of availability, or limiting the amount of use permitted, by posting notice of such modification on a page of the Site before the modification takes effect. All changes shall be effective immediately upon posting of such notice. If you use the Site and/or your membership after TrueLink has notified you of a change in the Agreement, you agree to be bound by all of the changes. You are expected to review the Site periodically to ensure familiarity with any posted notices of modification.

#### Notices

You should send any notices or other communications regarding our Site, your membership, products or services to [support@truecredit.com](mailto:support@truecredit.com).

Except as otherwise provided, we may send any notices to you to the most recent e-mail address you have provided to us or, if you have not provided an e-mail address, to any e-mail or postal address that we believe is your address. If you wish to update your registration information, please log in to your account and visit the 'Manage Your Account' section from the main menu.

#### Applicable Law

The laws applicable to the interpretation of this membership agreement shall be the laws of the State of Delaware, USA, and applicable federal law, without regard to any conflict of law provisions. TrueLink can provide credit reports only for individuals who have established credit in the United States. Those who choose to access this Site, or become a member in one of our membership programs, from outside the United States do so, on their own initiative and are responsible for compliance with local laws. You agree that any and all disputes arising under this Agreement or out of TrueLink's provision of services to you, pursuant to this membership or otherwise, if submitted to a court of law shall be submitted to the state and federal courts of New Castle County, Delaware, USA.

#### Miscellaneous

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are null and void.

If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and carried into effect, to the fullest extent permissible. Any rights not expressly granted herein are reserved.

You represent that you have read this Agreement and TrueLink's Privacy Statement, understand their terms, and agree and intend to be legally bound by them. You acknowledge that, in providing you access to and use of the Site and your membership, TrueLink has relied on your agreement to be bound by the terms of this Agreement.

## Service Agreement

Welcome to the TrueCredit web site, [www.TrueCredit.com](http://www.TrueCredit.com), (the "Site"), provided by TrueLink, Inc., ("TrueLink"). This Service Agreement ("Agreement") contains the terms and conditions upon which you ("you," or "the member") may access TrueCredit or any products through the Site. You agree to be legally bound by these terms.

## Membership

Credit reports, credit scores and debt analysis will be available for a term of 30 days, otherwise, products will be provided for the period stated in the product description.

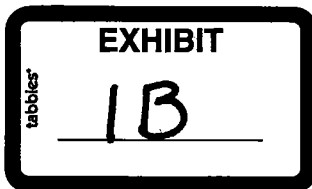
Memberships, such as monitoring products, automatically renew each year indefinitely without action by the member, and the membership fee is charged to the member at the time of renewal. An enrollee whose membership fee has been paid is entitled to all privileges included in the membership until the membership is cancelled by the enrolled member. Upon cancellation, the member loses access to the areas of the Site designated for members only and loses access to Fraud Resolution Services. This could include any credit data and analyses that have been displayed during the membership. A member may cancel at any time.

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The images, text, screens, web pages, materials, data, content and other information ("Content") used and displayed on the Site, including but not limited to TrueLink™,



In Use From 04/08/04 to \_\_\_\_\_  
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TrueLink™ and Design, TrueCredit™, TrueCredit™ and Design, FreeCreditProfile™, FreeCreditProfile™ and Design, KnowYourLoanRate™, KnowYourLoanRate™ and Design, 123 Credit Reports™, 123 CreditReports.com™, 123 CreditReports.com™ and Design, Manage Your Credit Manage Your Life™, TruePlanner™, Credit Inform™, TrueScore™, TrueRates™, TrueProfiler™, CreditXpert™, CreditXpert™ Credit Index™, TransUnion's TransRisk New Account Score™, Credit Monitoring™, Debt Monitoring™, Credit Score Monitoring™ and The Heitman Groups'™ Heitman Databases™ are the property of TrueLink or its licensors and are protected by copyright, trademark and other laws. In addition to its rights in individual elements of the Content within the Site, TrueLink owns copyright or patent rights in the selection, coordination, arrangement and enhancement of such Content. You may copy the Content from the Site for your personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of the Content may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of TrueLink or the owner of the Content.

OUR SITE, INCLUDING ALL CONTENT, MEMBERSHIPS, PRODUCTS AND SERVICES MADE AVAILABLE ON OR ACCESSED THROUGH THIS SITE, IS PROVIDED TO YOU "AS IS". TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER TRUELINK NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AS TO THE CONTENT, MEMBERSHIPS, PRODUCTS OR SERVICES AVAILABLE ON OR ACCESSED THROUGH THE SITE, THAT A USER WILL HAVE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OUR SITE, MEMBERSHIPS, PRODUCTS OR SERVICES OR THAT OUR SITE, MEMBERSHIPS, PRODUCTS OR SERVICES WILL BE ERROR-FREE. IN ADDITION, TRUELINK AND ITS AFFILIATES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND INFORMATIONAL CONTENT. THEREFORE, YOU AGREE THAT YOUR ACCESS TO AND USE OF OUR SITE, MEMBERSHIPS, PRODUCTS, SERVICES AND CONTENT ARE AT YOUR OWN RISK. BY USING OUR SITE, YOU ACKNOWLEDGE AND AGREE THAT NEITHER TRUELINK NOR ITS AFFILIATES HAVE ANY LIABILITY TO YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF OUR SITE, CONTENT, MEMBERSHIPS, PRODUCTS OR SERVICES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT YOUR COMPUTER EQUIPMENT.

#### **Fraud Resolution Services**

If you are a Credit Monitoring member, TrueLink will provide you with certain fraud resolution services outlined below (the "Fraud Resolution Services") during the period that you are a member. TrueLink and its third party service providers are obligated only to provide services in the United States to members domiciled in the United States. The Fraud Resolution Services are provided by TransUnion, LLC, the parent of TrueLink, under an agreement with TrueLink.

In no event shall TrueLink or TransUnion, LLC be liable for consequential damages, for any delay in Fraud Resolution Services, or for loss of use of funds during the period that your service request is being processed. TrueLink and TransUnion, LLC shall not be obligated to provide Fraud Resolution Services, nor shall it be liable, if you have not provided complete, accurate and current information relating to your service request. TrueLink and TransUnion, LLC are not obligated or responsible for providing Fraud Resolution Services for any service request based on (a) an act of fraud, deceit, collusion, dishonesty or criminal act by you or any person acting in concert with you, or by any authorized representative of you, whether acting alone or in collusion with you or others, (b) authorized charges that you have disputed based on the quality of goods or services, (c) authorized account transactions or trades that you have disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions, (d) losses, damages or expenses arising out of any business pursuits, (e) any losses, damages or expenses that were incurred or commenced prior to your Credit Monitoring membership commencement, and (f) theft or damages of traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, circulating currency, passports, documents, real property, animals, living plants or consumable items, motorized vehicles of any type, watercraft, aircraft, and items intended for storage, transport, display or habitation.

TRUELINK AND TRANSUNION EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR FRAUD RESOLUTION SERVICES HEREUNDER. TRUELINK AND TRANSUNION DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. TRUELINK AND TRANSUNION DO NOT WARRANT THAT ANY FRAUD RESOLUTION SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE NON-INFRINGEMENT, THAT THEY WILL MEET YOUR REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. TRUELINK AND TRANSUNION'S LIABILITY IS LIMITED TO THE SERVICES EXPLICITLY SET FORTH IN THIS AGREEMENT. IN NO EVENT SHALL TRUELINK OR TRANSUNION BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (WHICH SHALL INCLUDE WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS). IN NO EVENT SHALL TRUELINK OR



TRANSUNION BE LIABLE FOR ANY LOSS ARISING OUT OF TRUELINK OR TRANSUNION'S PERFORMANCE OR NON-PERFORMANCE OF ITS SERVICE. IN NO EVENT SHALL TRANSUNION BE LIABLE FOR ANY DELAY IN PROVIDING SERVICES, OR DAMAGES RESULTING FROM ANY DELAY IN SERVICES. IN NO EVENT SHALL TRUELINK OR TRANSUNION HAVE ANY ADDITIONAL LIABILITY TO YOU EXCEPT AS STATED HEREIN. IN NO EVENT SHALL THE LIABILITY OF TRUELINK AND TRANSUNION EXCEED THE FEES YOU PAID FOR THE FRAUD RESOLUTION SERVICES IN THE PRECEDING TWELVE MONTHS.

#### **Identity Theft Insurance**

The identity theft insurance benefit for credit monitoring members is underwritten and administered by AIG and its affiliates under a master group policy issued to TrueLink for the benefit of credit monitoring members. A summary of the terms of coverage are set forth on the certificate of insurance located at ~~[[TECHNOLOGY PLEASE INSERT URL HERE]]~~. The complete policy is available from TrueLink on request. AIG administers all claims and TrueLink shall have no responsibility with respect to such identity theft benefit.

#### **Registration and Accurate Information**

If you decide to register on our Site, become a member of one of our membership programs, purchase our products or services or participate in our affiliate program, contests or surveys, you may be required to register, provide personal information, and select a user name and password. You agree to provide accurate information in your registration and not to share your password with third parties. You agree not to impersonate another person or to select or use a user name or password of another person. You agree to notify TrueLink promptly of any unauthorized use of your account and of any loss, theft or disclosure of your password. Failure to comply with these requirements shall constitute a breach of these terms and conditions and shall constitute grounds for immediate termination of your TrueCredit account and your right to use the Site.

#### **Our Privacy Policy**

By using our Site, becoming a member of one of our membership programs, or purchasing any of our products or services, you agree that we may use and share your personal information in accordance with the terms of our Privacy Statement. Our privacy statement can be reached from the link at the top of this page.

#### **Fair Credit Reporting Act**

The Fair Credit Reporting Act allows you to obtain from each credit reporting agency a disclosure of all the information in your credit file at the time of the request. Full disclosure of information in your file at a credit reporting agency must be obtained directly from such credit reporting agency. The credit reports provided or requested

through our Site are not intended to constitute the disclosure of information by a credit reporting agency as required by the Fair Credit Reporting Act or similar laws.

You are entitled to receive a free copy of your credit report from a credit reporting agency if:

- You have been denied or were otherwise notified of an adverse action related to credit, insurance, employment, or a government granted license or other government granted benefit within the past sixty (60) days based on information in a credit report provided by such agency.
- You have been denied house/apartment rental or were required to pay a higher deposit than usually required within the past sixty (60) days based on information in a credit report provided by such agency.
- You certify in writing that you are unemployed and intend to apply for employment during the sixty (60) day period beginning on the date on which you made such certification.
- You certify in writing that you are a recipient of public welfare assistance.
- You certify in writing that you have reason to believe that your file at such credit reporting agency contains inaccurate information due to fraud.

In addition, if you reside in the state of Colorado, Maine, Maryland, Massachusetts, New Jersey, or Vermont, you are entitled to receive a free copy of your credit report once a year and if you reside in the state of Georgia, you are entitled to receive a free copy of your credit report twice a year. Otherwise, a consumer reporting agency may impose a reasonable charge for providing you with a copy of your credit report.

The Fair Credit Reporting Act provides that you may dispute inaccurate or incomplete information in your credit report. YOU ARE NOT REQUIRED TO PURCHASE YOUR CREDIT REPORT FROM TRUELINK IN ORDER TO DISPUTE INACCURATE OR INCOMPLETE INFORMATION IN YOUR REPORT OR TO RECEIVE A COPY OF YOUR REPORT FROM EQUIFAX, EXPERIAN OR TRANSUNION, THE THREE NATIONAL CREDIT REPORTING AGENCIES, OR FROM ANY OTHER CREDIT REPORTING AGENCY.

It may be the policies of Equifax, Experian and/or TransUnion to provide a complimentary copy of the consumer credit report under circumstances other than those described above. If you wish to contact Equifax, Experian or TransUnion to obtain a copy of your credit report directly from such agency or if you wish to dispute information contained in an Equifax, Experian or TransUnion credit report file, see the contact information and dispute process description contained in the learning center available from the help link on most pages of the Site. You can also reach this page from the inaccuracies tab on your credit report. The form of credit report and related disclosures provided directly by such agencies to you may differ from those provided by TrueLink.

You can learn more about the difference between a consumer disclosure and a credit report online here –

<http://www.transunion.com/content/page.jsp?id=/personalsolutions/general/data/CreditReportTypes.xml>.

TrueCredit's online credit report has been specially designed for consumer ease-of-use. Color illustrations, analysis information and helpful links on TrueCredit's credit report makes it easy for you to understand and manage your credit.

### **Term and Termination; Modification**

This Agreement will take effect at the time you click "I Agree," and shall terminate (a) when the member cancels his/her membership by contacting TrueLink via the toll-free number set forth on the web site for cancellations, or (b) upon termination of your membership or (c) if TrueLink discontinues providing any membership, subject to your right to receive membership benefits that you have paid for or to obtain a refund of a portion of your payment.

TrueLink may (i) change the terms of this Agreement or the feature of the membership products, or (ii) change the Site, including eliminating or discontinuing any content or feature of the Site, restricting the hours of availability, or limiting the amount of use permitted, by posting notice of such modification on a page of the Site before the modification takes effect. All changes shall be effective immediately upon posting of such notice. If you use the Site and/or your membership after TrueLink has notified you of a change in the Agreement, you agree to be bound by all of the changes. You are expected to review the Site periodically to ensure familiarity with any posted notices of modification.

### **Notices**

You should send any notices or other communications regarding our Site, your membership, products or services to TrueLink, Inc., 100 Cross Street, Suite 202, San Luis Obispo, CA 93401.

Except as otherwise provided, we may send any notices to you to the most recent e-mail address you have provided to us or, if you have not provided an e-mail address, to any e-mail or postal address that we believe is your address. If you wish to update your registration information, please log in to your account and visit the 'Your Account' section from the main menu.

### **Applicable Law**

The laws applicable to the interpretation of these terms and conditions shall be the laws of the State of Delaware, USA, and applicable federal law, without regard to any conflict of law provisions. TrueLink can provide credit reports only for individuals who have established credit in the United States. Those who choose to access this Site, or become a member in one of our membership programs, from outside the United States do so on their own initiative and are responsible for compliance with local laws. You agree that any and all disputes arising under this Agreement or out of TrueLink's provision of

services to you, pursuant to this membership or otherwise, if submitted to a court of law shall be submitted to the state and federal courts of New Castle County, Delaware, USA.

**Miscellaneous**

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are null and void.

If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and carried into effect, to the fullest extent permissible. Any rights not expressly granted herein are reserved.

You represent that you have read this Agreement and TrueLink's Privacy Statement, understand their terms, and agree and intend to be legally bound by them. You acknowledge that, in providing you access to and use of the Site and your membership, TrueLink has relied on your agreement to be bound by the terms of this Agreement.

THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

STEVEN G. MILLETT,  
MELODY J. MILLETT,  
On Behalf of Themselves and  
All Others Similarly Situated,  
Plaintiffs,

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Cause of Action No. 04-2448-GTV

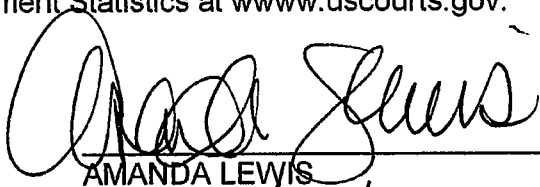
v.

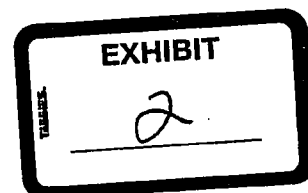
TRUELINK, INC.,  
A Trans Union company,  
Defendant.

Declaration of Amanda Lewis

1. "My name is Amanda Lewis. I am over eighteen (18) years of age, am of sound mind, and I am fully competent to make this declaration. The statements contained herein are based on my personal knowledge. I declare under penalty of perjury that the statements contained herein are true and correct.

2. I am an attorney of record in this case. Attached is a true and correct copy of the Judicial Caseload Profile Report for the district courts of Kansas and Delaware that I obtained from the Federal Court Management Statistics at [www.uscourts.gov](http://www.uscourts.gov)."

  
AMANDA LEWIS  
DATE 6/2/05





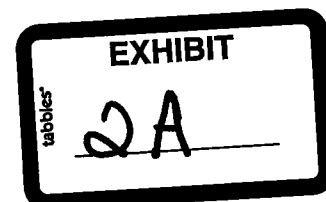
**U.S. DISTRICT COURT - JUDICIAL CASELOAD PROFILE**

				12-MONTH PERIOD ENDING SEPTEMBER 30							
KANSAS				2004	2003	2002	2001	2000	1999	Numerical Standing	
OVERALL CASELOAD STATISTICS	Filings*			2,481	2,522	2,294	2,286	2,199	2,245	U.S.	Circuit
	Terminations			2,608	2,317	2,288	2,147	2,109	2,230		
	Pending			2,155	2,286	2,101	2,086	1,964	1,865		
	% Change in Total Filings		Over Last Year		-1.6					60	6
			Over Earlier Years			8.2	8.5	12.8	10.5	45	5
Number of Judgeships				6	6	6	6	6	6		
Vacant Judgeship Months**				.0	.0	2.4	9.0	.0	11.7		
ACTIONS PER JUDGESHIP	FILINGS		Total	414	421	383	381	367	374	60	5
			Civil	291	316	293	309	300	315	62	3
			Criminal Felony	106	88	76	72	67	59	21	3
			Supervised Release Hearings**	17	17	14	-	-	-	53	4
	Pending Cases			359	381	350	348	327	311	62	5
	Weighted Filings**			463	444	400	399	385	391	53	5
	Terminations			435	386	381	358	352	372	51	5
	Trials Completed			41	33	29	31	31	30	3	1
	MEDIAN TIMES (months)	From Filing to Disposition		Criminal Felony	7.5	7.6	8.2	7.5	7.1	7.4	36
Civil**				9.0	9.9	9.1	9.4	10.8	10.7	33	4
From Filing to Trial** (Civil Only)			22.7	21.0	21.0	20.0	17.0	19.0	47	6	
OTHER	Civil Cases Over 3 Years Old**		Number	48	52	50	35	45	44		
			Percentage	2.9	2.8	2.8	2.0	2.7	2.7	36	3
	Average Number of Felony Defendants Filed Per Case			1.4	1.4	1.3	1.3	1.4	1.4		
	Jurors		Avg. Present for Jury Selection	35.42	39.87	36.85	35.90	34.75	38.89		
			Percent Not Selected or Challenged	35.3	41.7	37.4	39.6	41.1	43.4		

2004 CIVIL AND CRIMINAL FELONY FILINGS BY NATURE OF SUIT AND OFFENSE													
Type of	TOTAL	A	B	C	D	E	F	G	H	I	J	K	L
Civil	1744	141	6	450	23	67	86	187	216	57	358	23	130
Criminal*	630	82	12	154	7	10	235	**	14	57	8	4	47

Filings in the "Overall Caseload Statistics" section include criminal transfers, while filings "By Nature of Offense" do not.

\* See "Explanation of Selected Terms."



**U.S. DISTRICT COURT - JUDICIAL CASELOAD PROFILE**

				12-MONTH PERIOD ENDING SEPTEMBER 30							
DELAWARE				2004	2003	2002	2001	2000	1999	Numerical Standing	
OVERALL CASELOAD STATISTICS	Filings*			1,797	1,362	2,028	1,004	1,303	1,033	U.S.	Circuit
	Terminations			1,516	1,507	1,478	1,020	955	861		
	Pending			2,085	1,836	1,999	1,477	1,502	1,154		
	% Change in Total Filings	Over Last Year			31.9					5	2
		Over Earlier Years				-11.4	79.0	37.9	74.0	4	2
Number of Judgeships				4	4	4	4	4	4		
Vacant Judgeship Months**				.0	1.9	3.1	.0	.0	.0		
ACTIONS PER JUDGESHIP	FILINGS	Total	449	340	507	251	326	258	52	3	
		Civil	414	306	462	233	307	240	29	3	
		Criminal Felony	29	25	38	18	19	18	91	6	
		Supervised Release Hearings**	6	9	7	-	-	-	90	4	
	Pending Cases			521	459	500	369	376	289	20	2
	Weighted Filings**			534	424	516	379	389	320	31	1
	Terminations			379	377	370	255	239	215	64	4
	Trials Completed			19	23	18	16	19	13	47	2
MEDIAN TIMES (months)	From Filing to Disposition	Criminal Felony	9.1	8.3	9.8	8.0	6.6	6.0	68	2	
		Civil**	14.0	11.2	8.2	12.6	10.9	11.5	93	5	
	From Filing to Trial** (Civil Only)			26.0	24.0	22.5	21.0	24.0	19.7	58	3
OTHER	Civil Cases Over 3 Years Old**	Number	65	66	99	77	70	38			
		Percentage	3.4	3.9	5.4	5.5	4.9	3.5	43	3	
	Average Number of Felony Defendants Filed Per Case			1.2	1.3	1.1	1.3	1.2	1.3		
	Jurors	Avg. Present for Jury Selection	38.50	34.98	33.84	32.68	35.75	30.23			
		Percent Not Selected or Challenged	20.9	24.0	24.4	19.9	28.5	15.1			

<b>2004 CIVIL AND CRIMINAL FELONY FILINGS BY NATURE OF SUIT AND OFFENSE</b>													
Type of	TOTAL	A	B	C	D	E	F	G	H	I	J	K	L
Civil	1655	20	1	238	10	5	28	72	56	198	135	2	890
Criminal*	115	9	5	40	-	4	24	**	2	19	-	6	6

Filings in the "Overall Caseload Statistics" section include criminal transfers, while filings "By Nature of Offense" do not.

\* See "Explanation of Selected Terms."